S. R. File No 5 of 1870

(17)

Sls 1 – 3.

Enquiry into the losses ~~Subsd~~ sustained by the Toddy Contractors on account of the destruction of date trees by the occupants of land on which the trees stand

Indexed
JM

1863. No.

From The Superintendent of Police
To The Secretary to the Commissioner

Dated 17th
Despatched 17th } January 1863
Received 19th

Enclosures, No.

No. 46

Subject.

Reply to Letter No. 1370 of 8th December 1862 regarding the instrument for defacing Stamp Papers.

Orders.

Perhaps, with Dr Pearse's remarks before him, Mr Willard may remedy the defect referred to. It appears that the instrument works rather stiffly

D 19/1/63

Mr
Dy 21st Inst.

Received 6th Feb 1871

Urgent

S.R. 577

From The Superintendent of Karnikobar Division

To The Secretary to the Chief Commissioner

Dated 31st January 1871

Despatched —

Received 6 Feb 1871

Enclosures No. 2.

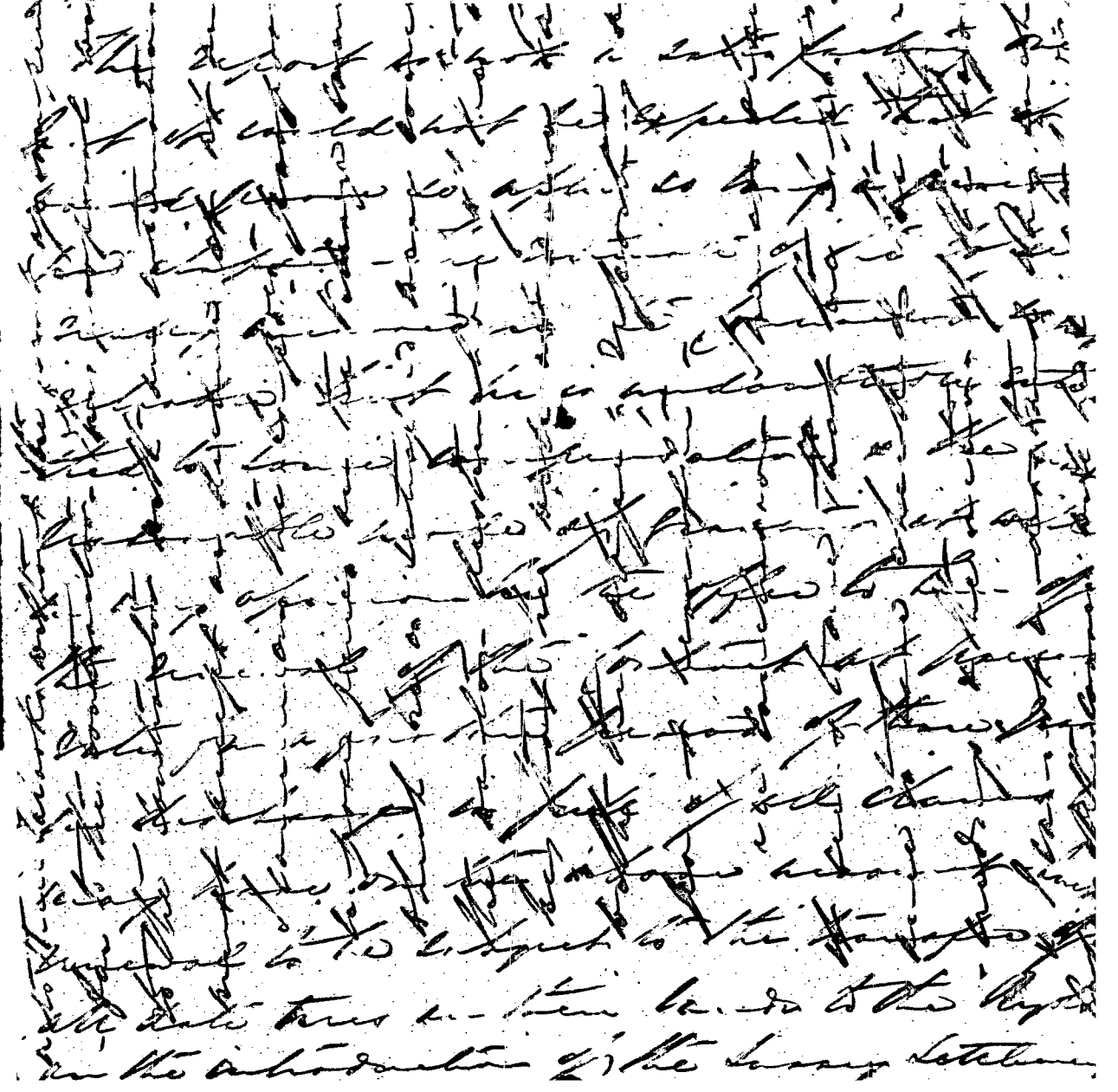
General No. 4895 (1870-71)

Rev No. 162

Respecting the result of the enquiry made into losses sustained by the Paddy Contractors on the Karnikobar Atoll owing to the destruction of their crops

I Adg.

10.1.71 – Have the honor to forward herewith, for submission to the Chief Commissioner, a letter from the Officiating Superintendent of the Nicobar Group of Islands, reporting that the Officiating Superintendent has had numerous applications for advances from the Paddy Contractors of Karnikobar, which have not been complied with, as I was unwilling to make any further advances to the Contractors, whose crops have been destroyed by the late hurricane, without the sanction of the Chief Commissioner.



General 4895
Rev. No. 162

Nandidroog Division,
Superintendent's Office
Bangalore 5th January 1871

To
The Secretary to the
Chief Commissioner of Mysore.

Sir,

With reference to the previous correspondence marginally noted, I have the honor to forward for submission to the Chief Commissioner, the accompanying copy of Mr. Assistant Superintendent Narasimmengar's report dated 21st November last, detailing the result of his enquiries into the losses sustained by the Toddy Contractors for the Toonkoor District, owing to the destruction of date trees, chiefly in the Sira, Madagiri & Hooliooroog Talooks.

A copy of Major Bruce's letter dated 26th idem, summarising the information contained in the Assistant's report is also enclosed.

2. The enquiry made in this matter

from

* No. Secy. 2304 dt. 15th 75 August/70.
" from Dy. 2730 dt. 10th Do. 57
Dy. from Boundaroor 856 dt. 3rd Dec./70. 420
1st D. 33 dt. 26th Nov./70. 410

have been directed to the elucidation of the following points:- 1st. whether the Ryots were gratified by former practice or usage in tapping the leaves and shoots of the date trees for certain domestic and agricultural uses without the consent of the Toddy Contractors, &. 2nd. what was the extent of the injury caused to the Contractors in consequence both of the Ryots having been permitted to make use of the date trees in this manner, and of the more wanton and destructive acts committed by them in cutting down and destroying trees.

3. As regards the 1st point, the Asst. Superintendent confirms what has been stated in the course of this correspondence, as to the Ryots having at no time enjoyed the right of obtaining from date trees the materials for baskets, ropes &c. without the consent of the Toddy Contractors. The

right

rights of the Contractors in this respect are evidenced by the practice which has existed of levying fees from the Ryots in return for the restricted use of the strippings of the date trees. It is stated by the Asst. Superintendent that for 2 years past, the Ryots have withheld these payments, but the fact that such payments known as "Karaiyarmaiyai," "Ayari" or "Sirandu Jeevan" levied by the Contractors or their sub-renters, is sufficient to establish the existence of a right on the part of the latter to an exclusive control over the date trees. Moreover, though no allowance is made by the Assistant Superintendent to the circumstance, the Contractors claims are founded, not merely on usage, but on rules which have been from time to time formulated, and are well known. These rules provide that the requirements of the villagers in respect

respect of the materials above referred to,
should be supplied at the termination
of each contract and before it is re-
newed; the Ryots being at those
periods allowed to take what they
required in accordance with requisi-
tion lists previously prepared. Also
impossible indeed that the Contractors
could have been protected from loss
if such, under him, had been prescribed
or if requirements of the villagers had
not been met by a mutual ar-
rangement of the nature above
described. In treating the claims
of the Contractors as wholly unau-
warrantable, therefore, Captain
Pearce seems to have acted on
deficient information and to have
been led by this error into passing
orders authorizing the villagers to
help themselves to what they required
a proceeding which resulted in great
abuses being committed. So fully

does

does Captain Pearse appear to have
been satisfied as to the right of the
Ryots to exercise the privilege in co
question, that when the Chief Comm
missioner's instructions of the 27th co
January last directing measures
to be taken to prevent the destruction
of date trees in all unsettled Talooks
were communicated to the Deputy
Superintendent, the orders issued thereon
were not as explicit as might have
been wished, and in a letter addressed
to me several months after Mr.
Arathoon complained that the Ryots
interference with the Toddy trees
had not yet wholly ceased.

4. With respect to the 2d head of
enquiry, it is to be regretted that,
owing to the lapse of time which
had occurred, no definite opinion
could be formed by the Asst. Superinten
dent as to the extent of the damage
done to the date topes. That delay

was not a great measure unavoidable.
On the 15th February last, I requested
the Superintendent to report the ex-
tent of the injury committed in
the several Talooks specified by other
Authority. The Superintendent
on the 25th July submitted a statement
of the number of trees destroyed &c.
These statistics though collected with
some difficulty, were in part of a
doubtful character, and as the mi-
nute information required was deficient
in other important points, a further
report was called for in my letter
of 22d August. A copy of this corre-
spondence has been already submitted
for the Chief Commissioners perusal.

5. Notwithstanding however
that the Paddy Crops had to a great
extent recovered their condition owing
to the abundant rains, the Assistant
Superintendent certified to the great
damages which had undoubtedly

been

been committed. The Ryots were not content with procuring the raw materials they needed, but were spurred to have cut down date trees even when not situated on their own fields. Instances are stated to have occurred in which the Villagers went out in a body to commit their devastations accompanied by tomtoms and other manifestations of a determined spirit & purpose with the Chief Commissioners approval to meet these acts, as far as they can be ascertained by actual evidence, by the fitting punishment of fines which might be levied in lump sums on a certain number of Villagers, and summarily recovered. The fines need not be of large amounts, but their imposition will be better calculated than any other measure to prevent the recurrence of such

excesses

ccfeer ar hane.been perfetuated.

6. The question of compensating
le Todgy Contractor remains to be
ealt with by the Asst Superintendent
naiders that Darcy Conlon be allowed at
hie rate of the Contract amount
is, 6,000 ₹ ; would be sufficient to indemnify
ys them, but he has not taken
ou his estimate once arrived at,
nd I am disposed to think that the
ys have been underrated. The
drathin have, from the first,
ounted out that in one Work...
(Madgeri) where the Contractor
had suffered severely during the
ramine years, the Contractor has
een conserving the trees for 20 months
ecessively, by supplying the shops
with Todgy imported from the
Parkedmore Talook at a cost of £400 Rs
monthly. Owing to the destruction
f the trees, they have become unable
o procure to profitably the remainder

during the present year, the last of
their contract. On this respect the
outlay has amounted to 8000 Rs in
respective of the profits to be anti-
cipated. The loss in the Anicut-roads
Talook has been estimated by the
Amildar at upwards of 2000 Rs and
that in the Sira Talook has not
been computed. Mr. Arathoon
at first placed his claim at
Rs 50,000 but finally consented to
accept Rs 10,000, if the Chief Com-
missioner would sanction the
renewal of the contract on the
existing terms for another period
of 3 years, Vizn. of opinion
that a remission to the extent
of Rs 10,000, would fairly com-
pensate the Contractors for
their losses, and further that
if the renewal of the contract
should not prove to be very
disadvantageous

disadvantage and to Government, their
request is in this respect unjust and
unreasonable.

I have the honour to be,
Sir,
Your most obedient servant

Edward Wakefield
Assistant Superintendent

General 833
No. 410

Trunk Road District
Dy. Superintendent's Office
Camp Kilbomahully, Chikteen.
Chikkenhully Taluk.
26th November 1870.

To
The Superintendent
Nundidroog Division.

Sir,

Referring to the marginally noted[x] communication relative to the destruction of Date Trees, I have the honor to submit the following Abstract of a Report (of the 24th instant) from my Asst. Mr. Narasimmiengar, who was deputed by me to enquire into the matter.

2. On being relieved of the charge of the Treasury, about the middle of last month, he visited, wherever practicable, the Date Jungles in the Talooks of Hoskotta, Mudgiri and Doni (where the injury is said to have been most) in company with the Contractor's Agents, and found that the

[x] From Supt's Z.No. 2303 dy 21st 23rd Augt/70
Wde Do Z.No. 2305 2305 dy 15th Oct.

the Trees were then, on the whole in good condition, and showed but little sign of the destruction complained of, as they had, owing to the recent rains, shot out afresh. Still there were traces of abuse, on the part of the Kyots and others, of the licence granted by the Ofiya to Superintendents to cut leaves from the Date Trees.

3. It was the practice hitherto for the Kyots, with the permission of the Contractors' Agents to use the branches stripped by the Toddy Drawers, as well as by themselves, for Ropes, Baskets, Mats, Fences &c; and for this indulgence the Kyots either paid in kind or in cash, what was known as "Ayairi Eiradu" and "Kasarvaini". This custom also prevailed when the Excise was managed on the Amani system, and while the Kyots admit this, they

they, for the most part, withheld these dues for the past 2 years, though they got their usual quantity of date branches.

4. It is impossible to state, with any degree of accuracy, the extent of the injury sustained by the Contractor, and he does not himself specify his pecuniary loss. The local authorities have prepared lists of the number of trees alleged to have been destroyed, but these cannot be looked upon as reliable as for instance, the Amildar of Kirloor Draj calculates the loss of the Contractor at Rs 2891 for his Taluk, while the amount of the Contract is only Rs 4400. One way of testing the loss to the Contractor may be made, by counting the number of Retail shops that have been closed in consequence of the

decrease

decrease in the quantity of Paddy; and
about 7% of the Contract sum may
be fairly taken to represent the loss
sustained from the destruction of the
State trees, which it is impossible to
bring home to any individual Ryot.

5. Some Ryots have cleared their
land of State trees, and also cut
down those not in their fields;
but even this cannot now be
brought home to any of them.

6. The foregoing will, I trust,
show the exact state of things, so
far as we have been able to
ascertain them.

7. In conclusion, I beg to add
that the whole case is such, that
it is difficult to arrive at an ex-
act estimate of the loss sustained
by the Contractor, as we have no
exact basis on which to calculate
this - and I do not think that any

can

can be levied on the Ryots to make good whatever sum may after consideration, be decided on the loss sustained - or the innocent might suffer with the guilty, as we cannot bring home connection to any one person, but upon a review of the whole, I would suggest that an extension of the Contract be made for a period of 3 years at the present rate, in compensation to the Contractor; and this would perhaps be a fair way of disposing of the matter.

I have, &c

(Signed) A. J. Bruce,
Dy. Superintendent.

Copy

Assay Master
Offg. Superintendent.

No: 81.

Toomkoor District

Assistant Superintendent's Office

Toomkoor - 21st November 1870-.

To,

The Deputy Superintendent

Toomkoor District-.

Sir,

With advertence to the Superintendent's Letter No: 2063/210, dated 2d August 1870, referred to me for enquiry on the subject of the alleged destruction of Date-trees in certain Talooks of this District, and the consequent loss sustained by the Contractor; I have the honor to submit the following Report, noticing seriatim the points alluded to by the Superintendent-.

2-. The enquiries could not be commenced forthwith, as I was not relieved of the Treasury &c. till about the middle of last month. I visited the Talooks of Hoolioordroog, Mudgiri and Seera in which the injury is stated to have been particularly great, and took every opportunity wherever practicable of inspecting the Jungles which were pointed out by the Contractor's Agents to have been the object of destruction ascertaining the necessary facts from the Ryots and the Toddy Extractors of the locality-.

3-. Owing to the intervention of the rainy season, almost all the denuded trees have recovered condition, and at present possess fewer indications of the ravages they had previously sustained - This circumstance has intensified the difficulty, always not inconsiderable, of obtaining accurate data. The condition of the Jungles, however, leaves little doubt

of

of the reckless abuse on the part of the Ryots and other individuals, of the license allowed by the Offg: Deputy Superintendent of cutting leaves &c. from the Date trees, without, and in defiance of the Contractor's permission. From my enquiries, which I took no small pains to render as searching as possible, I ascertained that it was the practice hitherto for the Ryots to take with the permission of the Contractor's Agents, the leaves and shoots stripped from the trees by the Toddy-Extractors (Ecoligaris) and occasionally by themselves, for manufacturing ropes, baskets, mats, fences, &c. &c.; and that for this indulgence the Ryots used to pay either in kind, or cash, these payments being known respectively as "Syári-Sivadoo", and "Kasarvani". The same custom also obtained whenever the Excise was managed in "Amani". The Ryots do not hesitate to admit this usage. It is a fact also that the aforesaid payments were mostly withheld for the last 2 years, whilst the Ryots have fully availed themselves of the opportunity to supply themselves with the usual, (if not greater) quantity of Date foliage and Sticks.

4.- With regard to the 2d point raised by the Superintendent, it is impossible from the nature of the case to state, with any chance of accuracy, the extent of the injury sustained by the Contractor, on account of the reckless and promiscuous, as well as rough handling to which the date trees have been subjected. As observed above, they have mostly regained their conditions, and sent up fresh shoots; except where

there

their distinction culminated in firing, and driving pegs to their tops, to make them die out altogether. The Contractor does not specify any pecuniary limit to his loss, and the Local Authorities have prepared Lists of the number of Trees alleged to have been destroyed. These should, in my opinion, be received with a great deal of reserve, as from the extent of the field of enquiry, and the agency employed, accuracy is out of the question. I may mention, as an illustration, that the Amildar of Hoolioordroog estimates the loss of the Contractor at Rupees 2,891, for his Talook - while the Contract amount is only Rupees 4,400, a year. It is however not true to predicate that no injury has been inflicted on the Contractor. One efficient mode of proving it is the number of Shops for vending Toddy in retail, which

in consequence of the falling off in quantity of the liquor. It appears to me, therefore, that we would not be wide of the mark, if the loss of the Contractor from the denudation of the trees be put down at 5% on the Contract Sum -.

5 -. Adverting to the injury suffered by the Contractor by the felling and firing of Date trees by Ryots, I find that the complaint on this point is likewise well founded. Cases have been discovered in which Ryots have cleared their lands of Date trees as well as cut them, though not situated in their fields -. But as some time has elapsed since the perpetration of these acts, and as moreover no immediate Enquiry has been set on foot, it is impossible

impossible to bring the wrong home to any particular individuals. I think, however, that about 2% of the Contract Sum may be taken fairly to represent the injury suffered by the Contractor from the felling of trees yielding revenue, in addition to that adverted to in para 4.

6-. The foregoing findings may be summed up for ready reference as follows-. It is beyond doubt that the stripping and destruction of the Date trees by the Ryots proceeded on an extensive scale; that the Deputy Superintendent's order precluded the Contractor from interfering; that immemorial usage prevented the Ryots from taking leaves &c. with the permission of the Contractor, and had also enabled him to raise a modicum of revenue from the sale of the stripped leaves and shoots, which the Ryots required for-

without ?

7- At present next to impossible to fix on any individual Ryots as wrongdoers; and that the Contractor's losses may be estimated at 7% on the whole as particularized above--.

7-. The Vernacular papers connected with the enquiry are submitted herewith-.

I have the honor &c.

/Signed/ A. Narasimmiengar

Asst. Superintendent
Toomkoor District.

"True Copy"

A. Narasimmiengar

For Deputy Superintendent
Toomkoor District.

Revenue — No. 173.

From Superintendent Nandidroog Division

To The Secretary to the Chief Court of Mysore

Dated Nundidroog January 1871.

Despatched

Received

Reg.

Enclosures No.

General No. 18 71.

No.

Yours Circular No. 36 of the 11th Instant

And in reply thereto I beg to inform the Chief Commissioner that the instructions contained therein have been given due effect to.

I have &c.

Superintendent

23/1. 71.

1

A69 S.R. 5-70

24.1.71 — Lt. Bayley states that it is evident from what is submitted herewith that he (Capt. C.) did not in his power to put a stop to the interference of the Rajah with the Police but he did faithfully & entirely expostulate with him on any occasion on the point — I cannot however but think

71

Revenue — No. 173.

From 1870-71

To The Superintendent Nandidroog Division

The Secretary to the Chief Court of Mysore

Dated Nundydroog January 1871.

Despatched

Received

Reg.d

Enclosures No.

General No. 1870-71.

No.

Yours Circular No. 36 of the 11th Instant

Submitting explanation of the Chief Comr. remarks & intimates that the instructions contained therein have been given immediate effect.

To Chief Comr.

23/1.

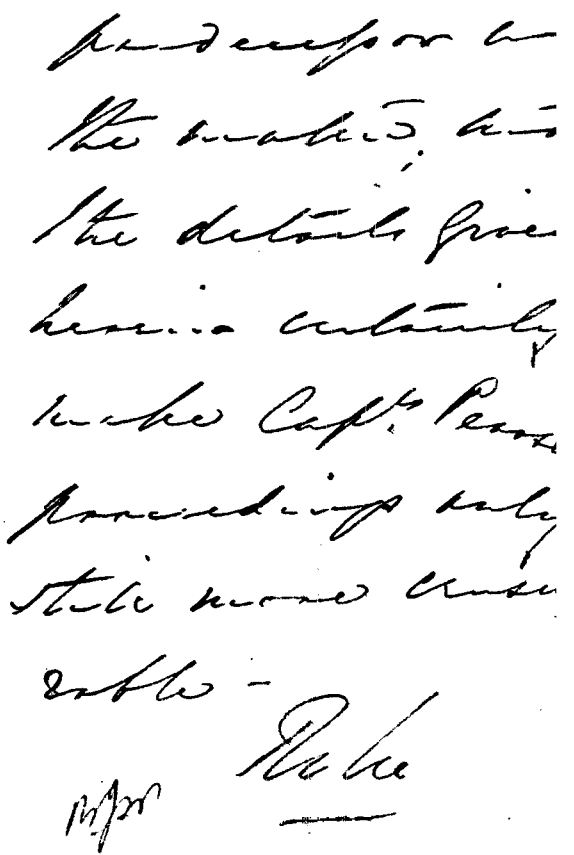
S.R. 5-70

1869

24.1.71 — Enquiry

State that it is diffi-
cult from what is
stated herein
what he (Capt. C.) pro-
ceeded in his power
to put a stop to
the interference of
the Ryots with the
Sale but he did
fully & entirely
Exonerate him from
any blame on the
part — I cannot
however but the

71



General

Circular No. 1.

Nandidroog Division,
Superintendent's Office
Camp Muddyhir 19th January 18[illegible]

To
The Secretary to the
Chief Commissioner of Mysore.

Sir,

With reference to your letter No. Circular No. 36 of 11th instant communicating the Chief Commissioner's orders on the subject of the destruction of bedding trees in the Tavarkere District, and the Contractor's claims for compensation, I have the honor to state that instructions have been given in view to their being carried into effect.

2. In the 4th para, the Chief Commissioner remarks that I ought at once to have checked the D[illegible] proceedings and the action of the Ryots thereon" and that "he cannot understand why such was not done". I would be able to satisfy the Chief Commissioner that the steps taken by me to control Captain Pearse's proceedings, so far as they came under my notice, were full and effectual.

3. I should state at the outset that

the acts of the Villagers complained of were committed chiefly in December 1868 and January 1869. That three acts were continued to a later date, as previously reported, notwithstanding the several injunctions issued to the D.C. Supdt., was due to the circumstance, (which did not come to my knowledge, till) subsequently to Captain Pearse's departure from the District, that the orders sent from this office were not acted upon by that officer in their fullest sense. This will be understood by reference to the papers.

4. On the 27th January, on taking charge of this office, I received the first intimation made by Mr. Arathoon to the Chief Commissioner direct, of the destruction of Toddy trees in the Toonkoor District. A Circular Order dated 1st February was thereupon sent to the three District Officers requesting that "strict orders may be issued to the Amildars to prevent the de-

destruction

destruction of date trees in all unsettled Talooks." On the 3rd February Captain C. Pearse referring to that Circular, submitted an explanation of his proceedings, in which he endeavored to shew that the Rajahs were warranted by prescriptive right, in cutting leaves of date trees for their agricultural requirements. The D.C. Supt. added that he had as directed "prepared Circular orders to Amildars to prevent the destruction of date trees" but as the question is sure to be raised by them whether the old established right of the cultivating classes is thereby abolished", instructions on the point were requested. On receipt of this, the D.C. Supt. was informed that his orders to the Amildars "prohibiting the destruction of date trees should at once be issued." Shortly afterwards on the 15th February, after some enquiry into the subject, I addressed the D.C. Supt. again at more length, pointing out to him

him the error into which he had fallen in overlooking the well established orders defining the relative rights of the Pyoto and Contractors, and remarking that "three rulers had been in the present case, set aside with the apparent sanction of the Revenue authorities", I requested that a further report in explanation of his proceedings might be submitted. Captain Pearce left the District soon after the arrival of Major Prince and was consequently prevented from replying to my enquiries.

5. On the 30th March following Mr. Ashton having again complained that the interference of the Pyoto with the date trees still continued, I called upon the Superintendent to report what measures had been taken to give effect to the previous instructions, and to furnish copies of the orders issued. He then transpired that in the orders to

Amilda

Amildars framed upon My Circular of
9th February, Captain Pearse directed the
to report "whether the Ryots had destroyed
date trees and had done anything more
than cut leaves from such trees for
their agricultural purposes". I feel
sure that Captain Pearse did not
intend that qualification with the
object of weakening the effect of the
explicit orders issued, but the result was
to frustrate the object in view of putting
an immediate stop to all interference
with the date trees by the Ryots, pending
enquiry. In his letter of 3d February
where he quoted the tenor of the Circular
orders which he had "prepared" Captain
Pearse did not allude to the qualifying
clause, and I infer therefore that this
was not added till after he had received
my first reply simply desiring the
issue of the prohibitory orders. In my
second letter of the 15th February, my
views were stated more explicitly,

and whether owing to the preparation for leaving the District or other causes, the error was not then rectified. This was done subsequently by Major Bruce, at my request.

6. I would willingly have forborne from entering into these particulars, which seemed to have no direct bearing on the points involved in the Contractors' claims for compensation, and were not therefore previously given in detail: but the observations of the Chief Commissioners on my own conduct in the matter,

[illegible]

I have the honour to be,
Sir,
Your most obedient servant

Sidney Smith
Chief Superintendent

I am directed to state that it is quite clear from what is therein submitted that you did all in your power to put a stop to the interference of the Officers with the date trees in question; and that the Chief Commissioner fully and entirely exonerates you from all blame on the point. Colonel Meade cannot, however, but think that something was wanting on the part of your predecessor in the matter, the Observers that the details given in your letter certainly make Captain Pearse's proceedings only still more censurable -

I am Sir

Your most obedient Servant

27.1.71

26/1/71

"C" 141.

To
The Superintendent of the
Mandisore Division.

Dated 27th January
Desp. 30.

General No 5451
Rly No 141

In reply to his C. No 1 of the 19th
instant, I enclose the Chief Commr's
decision on the measures taken
by them for the preservation of
Cutch trees. —

H.

noted 8/2/70 [illegible]